REMARKS

Claims 1-33 will be pending upon entry of the present Amendment. Claims 31 and 32 are amended, and claim 35 is cancelled.

Applicant thanks the Examiner for indicating the allowability of claims 1-10 and 20-30, and for indicating the allowability of the subject matter of claim 15.

Claims 11-14, 16-19, 31-33, and 35 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Ebert (2,931,250) in view of, or as modified by, Molly (4,034,650).

In commenting on the applicant's summary of Examiner Kershteyn's interview with the undersigned representative, the Examiner quotes a passage from the summary, which states that "each of the prior art references relied upon to reject claim 11 teaches a pin on which its yoke rotates, while claim 11 recites a trunnion coupled to the yoke. Thus, the bearing disclosed in the Molly reference is positioned between the pin and the yoke, rather than between the trunnion and the wall of the aperture (of the casing), as recited in claim 11."

The Examiner disagrees with this statement, noting that the Vickers reference (U.S. 2,525,979) teaches a "trunnion" that is structurally similar to the structures of Molly and Ebert, and thus, as applicant understands the Examiner's argument, the structures of Molly and Ebert may also be considered trunnions, for the purposes of comparison with the claims.

Applicant apologizes for the incomplete argument that resulted in the impression that applicant considered the lack of a trunnion on the part of Molly and Ebert to be the aspect on which the allowability of claim 11 turns. The point that should have been better emphasized is that, because the pins of Molly and Ebert are fixed, relative to the casings of the respective devices, and the yokes rotate on the fixed pins, if a bearing is present, it would logically be positioned between the yoke and the pin. Only in a case where the pin (or trunnion) rotates *relative to the casing*, would it be expected to place a bearing between the pin (or trunnion) and the wall of the aperture of the casing, as recited in claim 11.

The undersigned representative acknowledges that he was previously unaware of any reference in which a pivot member fixed to a casing was referred to as a trunnion, as in the case of Vickers. Nevertheless, as the Examiner noted, Vickers' trunnions 32 are similar in

structure to the corresponding elements of Molly and Ebert, in that they are fixed to the casing 10. Accordingly, these elements do not rotate relative to the casing. While this use of the term *trunnion* is not consistent with applicant's understanding of its common meaning, applicant will hereafter refer to all such structures as trunnions, in order to simplify the discussion.

Claim 11 recites a trunnion "configured to receive a bearing between the trunnion and a wall of the aperture in a position defined by two parallel planes transverse to an axis of the trunnion; and a fluid channel passing within the yoke to the trunnion and exiting the trunnion via an aperture positioned between the two planes." Molly and Ebert each fail to anticipate these limitations. Molly's trunnion 33 is fixed to the casing 32, while the bearing 34 is positioned between the trunnion and the yoke, not between the trunnion and a wall of the aperture of the casing, as recited in claim 11. A fluid channel, shown in dotted lines in Molly's Figure 7, extends within the yoke arm 8 to the trunnion 33 and exits the trunnion along the axis 4 around which the yoke rotates. If parallel planes are arranged to define the position of Molly's bearing, it can be seen that the point at which the fluid channel exits the trunnion is not positioned between these planes, as recited in claim 11.

As to Ebert, it can be seen that the trunnions 28, 29 are not configured to receive bearings at any position, while the most that Molly can suggest is the placement of bearings between the trunnions 28, 29 and the yokes. Thus, Ebert cannot remedy the deficiencies of Molly, inasmuch as neither reference teaches or suggests a trunnion configured to receive a bearing between the trunnion and a wall of the aperture, nor does either reference teach or suggest a fluid channel passing within the yoke to the trunnion and exiting the trunnion between two planes that also define the position where the bearing is received.

For the reasons outlined above, applicant maintains that claim 11 is allowable over the art of record, together with dependent claims 12-19.

With regard to claims 14 and 31, which each recite a bearing "configured to occupy a portion of a circumference of the trunnion of less than 360°," The Examiner states that this limitation "do[es] not define the structure of the bearing, but non-positively recite[s] a portion which the bearing occupies. And further, ...the language 'configured to' makes optional

but does not limit the ... claims to the structure of the components recited following the language 'configured to.'" Applicant respectfully disagrees with both these arguments.

With respect to the first point, for example, a bearing that occupies a full 360° of circumference of a trunnion cannot also be capable of occupying less than 360°, without first undergoing some structural change. Thus, such language does impose a structural limitation defining the boundaries of the patent protection sought. See MPEP § 2173.05(i) ("[T]here is nothing inherently ambiguous or uncertain about a negative limitation. So long as the boundaries of the patent protection sought are set forth definitely, albeit negatively, the claim complies with the requirements ....").

With respect to the Examiner's second point, MPEP § 2111.04, pointed to in support of the Examiner's position, is entirely silent regarding the language "configured to." However, even if "configured to" were included in the referenced section, the MPEP cautions that "when [such language] states a condition that is material to patentability, it cannot be ignored in order to change the substance of the invention." See MPEP § 2111.04. In the present case, as demonstrated above, the recited limitation is material to the structure of a device on which the respective claim reads, and thus, it is material to patentability.

Claim 31 has also been amended to incorporate the subject matter of claim 35, which is cancelled, and now recites, "the bearing being positioned between the trunnion and the casing ...." Because neither reference teaches or suggests a bearing positioned between a trunnion and a casing, Molly and Ebert do not teach or suggest all the limitations of claim 31, which is therefore allowable, together with dependent claims 32 and 33.

Claim 32 has been amended to recite two parallel planes, previously recited in claim 31. Any structural limitation imposed by the parallel planes is with respect to defining the position of the fluid aperture of claim 32 relative to the bearing of claim 31. Thus, by moving the limitation from claim 31 to claim 32, this amendment improves the clarity of both claims.

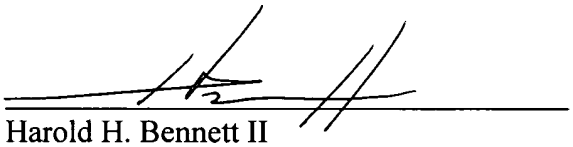
Applicant believes that many of the dependent claims are allowable on their own merits, and, while the separate allowability of most of the dependent claims at issue has not been argued, this should not be construed as an admission that such claims are only allowable as depending from allowable base claims.

With the present amendment, applicant has made a bona fide effort to place all the claims in condition for allowance. Accordingly, applicant respectfully requests entry of the present amendment, consideration of the arguments presented, and allowance of the claims. In the event the Examiner finds minor informalities that can be resolved by telephone conference, the Examiner is urged to contact applicant's undersigned representative at (206) 694-4848 in order to expeditiously resolve prosecution of this application.

The Director is authorized to charge any additional fees due by way of this Amendment, or credit any overpayment, to our Deposit Account No. 19-1090.

Respectfully submitted,

SEED Intellectual Property Law Group PLLC



Harold H. Bennett II
Registration No. 52,404

701 Fifth Avenue, Suite 5400
Seattle, Washington 98104-7092
Phone: (206) 622-4900
Fax: (206) 682-6031

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